

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

May 22, 2023

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JD BENNETT,

Plaintiff,

vs.

TRANS UNION, LLC and EXPERIAN
INFORMATION SOLUTIONS, INC.,

Defendants.

No. 4:22-CV-05086-MKD

PROTECTIVE ORDER

ECF No. 46

Before the Court is the parties' Stipulated Protective Order, ECF No. 46.

The parties stipulate that the following be entered as a protective order. The Court has reviewed the record and the stipulation and finds good cause to grant the requested protective order.

Accordingly, **IT IS ORDERED:**

1. The parties' Stipulated Protective Order, **ECF No. 46, is GRANTED.**

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research, development, technology or other proprietary

1 information belonging to the defendant[s], and/or personal income, credit and other
2 confidential information of Plaintiff.

3 **THEREFORE**, an Order of this Court protecting such confidential
4 information shall be and hereby is made by this Court on the following terms:

5 1. This Order shall govern the use, handling and disclosure of all
6 documents, testimony or information produced or given in this action which are
7 designated to be subject to this Order in accordance with the terms hereof.

8 2. Any party or non-party producing or filing documents or other
9 materials in this action (the “Producing Party”) may designate such materials and
10 the information contained therein subject to this Order by typing or stamping on
11 the front of the document, or on the portion(s) of the document for which
12 confidential treatment is designated, “Confidential.”

13 3. If a Producing Party believes in good faith that, despite the provisions
14 of this Protective Order, there is a substantial risk of identifiable harm to the
15 Producing Party if particular documents it designates as “Confidential” are
16 disclosed to all other parties or non-parties to this action, the Producing Party may
17 designate those particular documents as “Confidential—Attorneys’ Eyes Only.”

18 4. To the extent any motions, briefs, pleadings, deposition transcripts, or
19 other papers to be filed with the Court incorporate documents or information
20 subject to this Order, the party filing such papers shall designate such materials, or

1 portions thereof, as “Confidential,” or “Confidential—Attorneys’ Eyes Only” and
2 shall file them with the clerk under seal; provided, however, that a copy of such
3 filing having the confidential information deleted therefrom may be made part of
4 the public record.

5 5. All documents, transcripts, or other materials subject to this Order,
6 and all information derived therefrom (including, but not limited to, all testimony
7 given in a deposition, declaration or otherwise, that refers, reflects or otherwise
8 discusses any information designated “Confidential” or “Confidential—Attorneys’
9 Eyes Only” hereunder), shall not be used, directly or indirectly, by any person,
10 including the other Defendants, for any business, commercial or competitive
11 purposes or for any purpose whatsoever other than solely for the preparation for
12 and trial of this action in accordance with the provisions of this Order.

13 6. Except with the prior written consent of the individual or entity
14 designating a document or portions of a document as “Confidential,” or pursuant to
15 prior Order after notice, any document, transcript or pleading given “Confidential”
16 treatment under this Order, and any information contained in or derived from any
17 such materials (including but not limited to, all deposition testimony that refers to,
18 reflects or otherwise discusses any information designated “Confidential”
19 hereunder) may not be disclosed other than in accordance with this Order and may
20 not be disclosed to any person other than: (a) the Court and its officers; (b) parties

1 to this litigation; (c) counsel for the parties, whether retained outside counsel or in-
2 house counsel and employees of counsel assigned to assist such counsel in the
3 preparation of this litigation; (d) fact witnesses subject to a proffer to the Court or a
4 stipulation of the parties that such witnesses need to know such information; (e)
5 present or former employees of the Producing Party in connection with their
6 depositions in this action (provided that no former employees shall be shown
7 documents prepared after the date of his or her departure); (f) experts specifically
8 retained as consultants or expert witnesses in connection with this litigation; (g)
9 jurors and/or alternative jurors; and (h) court reporters, their staff, and profession
10 vendors to whom disclosure is reasonably necessary and who have signed the
11 “Declaration of Compliance” (Exhibit A).

12 7. Except with the prior written consent of the individual or entity
13 designating a document or portions of a document as “Confidential—Attorneys’
14 Eyes Only,” or pursuant to prior Order after notice, any document, transcript or
15 pleading given “Confidential—Attorneys’ Eyes Only” treatment under this Order,
16 and any information contained in or derived from any such materials (including but
17 not limited to, all deposition testimony that refers to, reflects or otherwise
18 discusses any information designated “Confidential—Attorneys’ Eyes Only”
19 hereunder) may not be disclosed other than in accordance with this Order and may
20 not be disclosed to any person other than: (a) a party’s retained outside counsel of

1 record in this action, as well as employees of said outside counsel to whom it is
2 reasonably necessary to disclose the information for this litigation and who have
3 signed the “Declaration of Compliance” that is attached hereto as Exhibit A; (b)
4 experts specifically retained as consultants or expert witnesses in connection with
5 this litigation who have signed the “Declaration of Compliance” (Exhibit A); (c)
6 the Court and its personnel; (d) court reporters, their staffs, and professional
7 vendors to whom disclosure is reasonably necessary for this litigation and who
8 have signed the “Declaration of Compliance” (Exhibit A); and (e) the author of the
9 document or the original source of the information.

10 8. Documents produced pursuant to this Order shall not be made
11 available to any person designated in Subparagraph 6(f) or 7(b) unless he or she
12 shall have first read this Order, agreed to be bound by its terms, and signed the
13 attached “Declaration of Compliance” (Exhibit A).

14 9. All persons receiving any or all documents produced pursuant to this
15 Order shall be advised of their confidential nature. All persons to whom
16 confidential information and/or documents are disclosed are hereby enjoined from
17 disclosing same to any person except as provided herein, and are further enjoined
18 from using same except in the preparation for and trial of the above-captioned
19 action between the named parties thereto. No person receiving or reviewing such
20 confidential documents, information or transcript shall disseminate or disclose

1 them to any person other than those described above in Paragraph 6 and Paragraph
2 7 and for the purposes specified, and in no event shall such person make any other
3 use of such document or transcript.

4 10. Nothing in this Order shall prevent a party from using at trial any
5 information or materials designated “Confidential” or “Confidential—Attorneys’
6 Eyes Only”.

7 11. This Order has been agreed to by the parties to facilitate discovery and
8 the production of relevant evidence in this action. Neither the entry of this Order,
9 nor the designation of any information, document, or the like as “Confidential,” or
10 “Confidential—Attorneys’ Eyes Only,” nor the failure to make such designation,
11 shall constitute evidence with respect to any issue in this action.

12 12. A party or non-party who discloses or produces a confidential
13 document not designated as confidential may, within 7 days after discovering the
14 error, provide notice of the error and produce a copy of the document designated as
15 confidential.

16 13. Within sixty (60) days after the final termination of this litigation, all
17 documents, transcripts, or other materials afforded confidential treatment pursuant
18 to this Order, including any extracts, summaries or compilations taken therefrom,
19 but excluding any materials which in the good faith judgment of counsel are work
20 product materials, shall be returned to the Producing Party. Notwithstanding the

1 contents of this paragraph, nothing in this paragraph shall prevent the parties from
2 complying with each sides duty to maintain files as required under the professional
3 rules of responsibility.

4 14. In the event that any party to this litigation disagrees at any point in
5 these proceedings with any designation made under this Protective Order, the
6 parties shall first try to resolve such dispute in good faith on an informal basis. If
7 the dispute cannot be resolved, the party objecting to the designation may seek
8 appropriate relief from this Court. During the pendency of any challenge to the
9 designation of a document or information, the designated document or information
10 shall continue to be treated as “Confidential” or “Confidential—Attorneys’ Eyes
11 Only” subject to the provisions of this Protective Order.

12 15. Nothing herein shall affect or restrict the rights of any party with
13 respect to its own documents or to the information obtained or developed
14 independently of documents, transcripts and materials afforded confidential
15 treatment pursuant to this Order.

16 16. The Court retains the right to allow disclosure of any subject covered
17 by this stipulation or to modify this stipulation at any time in the interest of justice.

18 **IT IS SO ORDERED.** The District Court Executive is directed to file this
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1 order and provide copies to counsel.

2 DATED May 22, 2023.

3 s/Mary K. Dimke
4 MARY K. DIMKE
5 UNITED STATES DISTRICT JUDGE
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